

## Insurance Correspondence



Nationwide Insurance  
Allied Insurance  
Nationwide Agribusiness  
Titan Insurance  
Victoria Insurance

On Your Side®

3820 109th Street \* Department 5576 \* Des Moines, IA 50391-5576

October 27, 2009

John Bowers  
PO Box 1550  
Afton, WY 83110

**OUR INSURED :** Van L. Hale Susan Hale  
**OUR CLAIM NUMBER :** 72 49 20 005518 03282009 01  
**DATE OF LOSS :** 03-28-2009

Dear John,

Thank you for your October 22, 2009 correspondence, and notice of your intent to file a complaint. I am sorry to hear that Mr. Hale is not improving.

We hired Dave Gardner from Moffat and Thomas to provide our defense. Mr. Gardner may be reached at 208-233-2001.

We understand there is video of the accident, and still photos of the accident scene taken before and after the loss. Please provide copies of the video and photos.

No, I cannot accept service for Nationwide.

Sincerely,

Nationwide Mutual Insurance Company  
Amy Crain Chadwick  
Claims Department  
(303)843-4725

NIC017



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the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations;

Finally, please refer to the Other Insurance clause of the Uninsured Motorists Coverage endorsement, page 2, outlined in pertinent part:

#### Other Insurance

If there is other applicable uninsured motorists coverage available under more than one policy or provision of coverage provided under this Part of the policy, the following priorities of recovery apply:

First - The policy affording Uninsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the accident.

Second- The policy affording Uninsured Motorists Coverage to the "insured" as a named insured or family member.

Where there is no applicable insurance available under the first priority:

1. The maximum recovery under all policies in the second priority shall not exceed the highest limit of any one applicable policy plus the minimum limits required by the Wyoming Safety Responsibility Act for each of the other applicable policies; and
2. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

#### C. ANALYSIS

The following facts have been revealed by Nationwide Mutual Insurance Company's investigation and support our coverage investigation:

The vehicle involved in the accident and driven by Mark Hale was a four wheel all-terrain vehicle. The Personal Auto Policy specifically does not cover injuries arising out of the use of vehicles designed mainly for off-public road use. In addition, liability for the loss is not reasonably clear. We are unsure at this time if you are legally entitled to recover from the owner/operator of the all terrain vehicle.

Nationwide Mutual Insurance Company will continue to investigate this claim to determine whether the above quoted provisions from your insurance policy preclude coverage for your claim. Once Nationwide Mutual Insurance Company completes its investigation into the circumstances of your claim, we will notify you in writing of our coverage decision.

To continue the investigation into both liability and coverage, please provide the following information:

1. Statement from Van Hale. Thank you for contacting me and arranging a time.
2. List of all witnesses with contact information
3. Contact information for Teresa Imeson, the owner of the all terrain vehicle
4. Make, model and vehicle identification number of the all terrain vehicle involved
5. Documentation of coverage, including any denial of coverage, from all applicable sources of recovery including but not limited to the personal auto policy for Mark Hale, the personal auto policy for Teresa Imeson, any recreational vehicle policy applicable for Mr. Hale or Ms. Imeson and homeowner's insurance coverage for Mr. Hale and Ms. Imeson.

Please be advised that Nationwide Mutual Insurance Company's willingness to investigate this claim does not constitute a waiver of any rights under the policy. The reasons identified in this Reservation of Rights Letter regarding coverage are not necessarily exhaustive and do not preclude Nationwide Mutual Insurance Company from asserting any other valid reason for later denying or reserving coverage. Any action taken to date by Nationwide

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Mutual Insurance Company agents, employees or other representatives shall not be deemed to be a waiver of or estoppel of these and all rights under the policy and applicable law.

Please contact me should you have any questions regarding this matter, or should you have any additional documentation or information. Thank you in advance for your anticipated assistance and cooperation into the investigation of the circumstances surrounding your claim.

Sincerely,

Nationwide Mutual Insurance Company  
Amy Crain Chadwick  
Claims Department  
(303)843-4725

cc:  
SCOTT VEIGEL INSURANCE – Agent Number: 9999994

NIC035



Nationwide

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3820 109th Street \* Department 5576 \* Des Moines, IA 50391-5576

June 1, 2009

Nick and Teresa Imeson  
PO Box 1422  
Afton, WY 83110

**OUR INSURED :** Van L. Hale Susan Hale  
**OUR CLAIM NUMBER :** 72 49 20 005518 03282009 01  
**DATE OF LOSS :** 03-28-2009

Dear Mr. and Mrs. Imeson,

We received a claim for injuries sustained by Van Hale from an accident on 3-28-09. We understand your ATV may have been involved in the loss. We would like to speak with you regarding the ATV. Please contact us as soon as possible at 800-233-0394 x 4725.

Sincerely,

Nationwide Mutual Insurance Company  
Amy Crain Chadwick  
Claims Department  
(303)843-4725

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June 1, 2009

Van Hale  
C/O Bowers Law Firm  
685 S Washington  
Afton, WY 83110

**OUR INSURED :** Van L. Hale Susan Hale  
**OUR CLAIM NUMBER :** 72 49 20 005518 03282009 01  
**DATE OF LOSS :** 03-28-2009

Dear Mr. Hale,

Nationwide Mutual Insurance Company received and acknowledges the demand presented for Uninsured Motorist benefits under policy number AACM0015996294-6.

Through Nationwide Mutual Insurance Company, Van Hale was afforded Uninsured Motorist Coverage, as an endorsement to the Personal Auto Policy, with the effective dates of November 1, 2008 to May 1, 2009. The limit of liability for Uninsured Motorist Coverage is \$100,000 per person, up to \$300,000 per accident. The limit of liability for Medical Payments coverage is \$25,000.

~~Based on the limited information we have regarding this claim, we are issuing this brief letter advising you that some coverage issues exist in regards to this loss. Please be aware that Nationwide Mutual Insurance Company will investigate this claim even though these issues of coverage may exist. No act of any company representative while investigating, negotiating, or defending this lawsuit shall be construed as waiving any right, power, privilege, provision, condition, or exclusion under Nationwide Mutual Insurance Company's policy whether herein referred to or otherwise arising in the future. Nationwide Mutual Insurance reserves the right to deny coverage to any other person or entity seeking coverage under the policy.~~

Nationwide Mutual Insurance Company expressly reserves the right to assert any applicable policy provisions, legal case law, statutes, or other facts applicable to this matter. The failure of Nationwide Mutual Insurance Company to assert any applicable policy provisions, legal case law, statutes, or other facts shall not be construed as a waiver of any rights and Nationwide Mutual Insurance Company shall not be estopped from asserting them in the future as a defense to coverage, liability, or damages. A detailed letter addressing coverage will be forwarded shortly.

NIC038